

1 Marco Gonzalez (SBN #190832)
2 Livia Borak (SBN #259434)
3 COAST LAW GROUP LLP
4 1140 South Coast Highway 101
5 Encinitas, California 92024
6 Tel: 760.942.8505
7 Fax: 760.942.8515
8 Email: marco@coastlawgroup.com

9 Attorneys for Plaintiff
10 COASTAL ENVIRONMENTAL RIGHTS FOUNDATION

11 **UNITED STATES DISTRICT COURT**
12 **SOUTHERN DISTRICT OF CALIFORNIA**

13 COASTAL ENVIRONMENTAL RIGHTS
14 FOUNDATION, a California non-profit
15 corporation,

16 Plaintiff,

17 vs.

18 COMPUCRAFT INDUSTRIES, Inc., a California
19 corporation;

20 Defendant,

Civil Case No. 3:16-cv-01572-GPC-DHB

[PROPOSED] CONSENT DECREE

**(Federal Water Pollution Control Act,
33 U.S.C. §§ 1251 *et seq.*)**

1 **CONSENT DECREE**

2 The following Consent Decree is entered into by and between Coastal Environmental Rights
3 Foundation ("CERF" or "Plaintiff") and Compucraft Industries, Inc. ("Compucraft"). The entities
4 entering into this Consent Decree are each an individual "Settling Party" and collectively the "Settling
5 Parties."

6 **WHEREAS**, CERF is a non-profit organization founded by surfers in North San Diego County
7 and active throughout California's coastal communities;

8 **WHEREAS**, CERF was established to aggressively advocate, including through litigation, for
9 the protection and enhancement of coastal natural resources and the quality of life for coastal residents,
10 and one of CERF's primary areas of advocacy is water quality protection and enhancement;

11 **WHEREAS**, Compucraft, Inc. is the owner and operator of metal fabrication facility located at
12 8787 Olive Lane, Santee, California 92071 "Compucraft Facility";

13 **WHEREAS**, Plaintiff's members live and/or recreate in and around waters which Plaintiff's
14 members allege receive discharges from the Compucraft Facility, including specifically Forester Creek,
15 the San Diego River, and eventually the Pacific Ocean;

16 **WHEREAS**, the discharges from the Compucraft Facility are regulated by the National
17 Pollutant Discharge Elimination System ("NPDES") General Permit No. CAS000001 [State Water
18 Resources Control Board] Water Quality Order No. 92-12-DWQ, as amended by Order No. 97-03-
19 DWQ ("1997 Storm Water Permit"), and as amended by Order No. 2014-0057-DWQ ("2014 Storm
20 Water Permit"), and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.* ("Clean Water
21 Act" or "CWA");

22 **WHEREAS**, on August 21, 2015, Plaintiff sent Compucraft, the United States Environmental
23 Protection Agency ("EPA"), EPA Region IX, the State Water Resources Control Board ("State Board"),
24 and the San Diego Regional Water Quality Control Board ("Regional Board") a notice of intent to file
25 suit ("First Notice Letter") under Sections 505(a) and (b) of the Clean Water Act, 33 U.S.C. §§ 1365(a)
26 and (b). The First Notice Letter alleged violations of Section 301(a) of the Clean Water Act, 33 U.S.C. §
27 1311(a), and violations of the 1997 Storm Water Permit at the Compucraft Facility;

28 **WHEREAS**, on April 14, 2016, Plaintiff sent Compucraft, the United States EPA, Region IX,

1 the State Board, and the San Diego Regional Board a second notice of intent to file suit ("Second Notice
2 Letter") under Sections 505(a) and (b) of the Clean Water Act, 33 U.S.C. §§ 1365(a) and (b). The
3 Second Notice Letter alleged additional violations of Section 301(a) of the Clean Water Act, 33 U.S.C.
4 § 1311(a), and violations of the 1997 Storm Water Permit at the Compucraft Facility;

5 **WHEREAS**, on June 21, 2016 Plaintiff filed a complaint against Compucraft in the United
6 States District Court, Southern District of California (Case No. 16-cv-01572-GPC-DHB), alleging
7 violations of Section 301(a) of the Clean Water Act, 33 U.S.C. § 1311(a), and violations of the Storm
8 Water Permit at the Compucraft Facility ("Complaint");

9 **WHEREAS**, Plaintiff served Defendant with the Complaint on June 23, 2016 and Defendant
10 Compucraft failed to appear or otherwise respond to the complaint within the time prescribed by the
11 Federal Rules of Civil Procedure;

12 **WHEREAS**, on August 16, 2016, on request of counsel for Plaintiff, the Clerk of Court entered
13 a default against Compucraft (the "Default");

14 **WHEREAS**, Plaintiff alleges Compucraft to be in violation of the substantive and procedural
15 requirements of the 1997 Storm Water Permit, the 2014 Storm Water Permit, and the Clean Water Act
16 with respect to the Compucraft Facility;

17 **WHEREAS**, Compucraft denies all allegations in the Notice Letters and Complaint relating to
18 the Compucraft Facility;

19 **WHEREAS**, In spite of the Default, Plaintiff and Compucraft have agreed that it is in the
20 Settling Parties' mutual interest to enter into a Consent Decree setting forth terms and conditions
21 appropriate to resolving the allegations set forth in the Complaint without further proceedings;

22 **WHEREAS**, all actions taken by Compucraft pursuant to this Consent Decree shall be made in
23 compliance with all applicable federal and state laws and local rules and regulations.

24 **NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE SETTling**
25 **PARTIES AND ORDERED AND DECREED BY THE COURT AS FOLLOWS:**

26 1. The Court has jurisdiction over the subject matter of this action pursuant to Section
27 505(a) of the Clean Water Act, 33 U.S.C. § 1365(a);

28 2. Venue is appropriate in the Southern District of California pursuant to Section 505(c)(1)

1 of the Clean Water Act, 33 U.S.C. § 1365(c)(1), because the COMPUCRAFT Facility is located within
2 this District;

3 3. The Complaint states claims upon which relief may be granted pursuant to Section
4 505(a)(1) of the Clean Water Act, 33 U.S.C. § 1365(a)(1);

5 4. Plaintiff has standing to bring this action on behalf of themselves and the People of the
6 United States;

7 5. The Court shall retain jurisdiction over this matter for purposes of enforcing the terms of
8 this Consent Decree for the life of the Consent Decree, or as long thereafter as is necessary for the Court
9 to resolve any motion to enforce this Consent Decree.

10 **I. OBJECTIVES**

11 It is the express purpose of the Settling Parties entering into this Consent Decree to further the
12 objectives set forth in the Clean Water Act, 33 U.S.C. §§ 1251, *et seq.*, and to resolve those issues
13 alleged by Plaintiff in its Complaint. In light of these objectives and as set forth fully below, Compucraft
14 agrees to comply with the provisions of this Consent Decree and to comply with the requirements of the
15 No Exposure Certification Conditional Exclusion Provisions of the 2014 Storm Water Permit and all
16 applicable provisions of the Clean Water Act..

17 **II. AGENCY REVIEW AND TERM OF CONSENT DECREE**

18 A. Plaintiff shall submit this Consent Decree to the United States Department of Justice and the
19 EPA (collectively "Federal Agencies") within three (3) days of the final signature of the Settling Parties
20 for agency review consistent with 40 C.F.R. § 135.5. The agency review period expires forty-five (45)
21 days after receipt by both agencies, as evidenced by written acknowledgement of receipt by the agencies
22 or the certified return receipts, copies of which shall be provided to Compucraft if requested. In the
23 event that the Federal Agencies object to entry of this Consent Decree, the Settling Parties agree to meet
24 and confer to attempt to resolve the issue(s) raised by the Federal Agencies within a reasonable amount
25 of time.

26 B. The term "Effective Date" as used in this Consent Decree shall mean the day the Court enters
27 this Consent Decree.

28 C. This Consent Decree shall terminate three (3) years after the Effective Date ("Termination

1 Date”), unless there is a prior ongoing, unresolved dispute regarding Compucraft’s compliance with this
2 Consent Decree.

3 **D.** Plaintiff may conduct an inspection of the Compucraft Facility up to forty-five (45) days prior to
4 the Termination Date. The inspection shall be conducted according to the rules applicable to annual site
5 inspections described below.

6 **III. PERMIT COMPLIANCE REQUIREMENTS**

7 **A. No Exposure Certification Coverage**

8 **1.** Within thirty (30) days of the Effective Date of this Consent Decree, Compucraft shall
9 register for a No Exposure Certification (“NEC”) for conditional exclusion from certain
10 provisions of the 2014 Storm Water Permit as specified in Section XVII of the Permit. In so
11 doing, Compucraft will certify that:

- 12 (a) There is no exposure of Industrial Materials and Activities¹ to rain, snow, snowmelt
13 (collectively, “Precipitation”) and/or runoff at the Compucraft Facility;
- 14 (b) All unauthorized Non-Storm Water Discharges (“NSWDs”) have been eliminated and all
15 authorized NSWDs meet the conditions specified in the Permit;
- 16 (c) Compucraft has certified and submitted via the California Storm Water Multiple
17 Application and Report Tracking System (“SMARTS”) Project Registration Documents
18 (“PRDs”) for NEC coverage, including:
- 19 (i) The NEC form;
- 20 (ii) An NEC Checklist prepared by the Discharger demonstrating that the facility has
21 been evaluated; and that none of the following Industrial Materials or Activities
22 are, or will be in the foreseeable future, exposed to precipitation:
- 23 1) Using, storing or cleaning industrial machinery or equipment, and areas where
24 residuals from using, storing or cleaning industrial machinery or equipment
25 remain and are exposed;
- 26 2) Materials or residuals on the ground or in storm water inlets from spills/leaks;

27
28 ¹ As defined in the 2014 Storm Water Permit, “Industrial Materials and Activities” includes, but is not limited to, industrial material handling activities or equipment, machinery, raw materials, intermediate products, by-products, final products, and waste products. (2014 Storm Water Permit, §XVII.B.2.).

- 3) Materials or products from past industrial activity;
- 4) Material handling equipment (except adequately maintained vehicles);
- 5) Materials or products during loading/unloading or transporting activities;
- 6) Materials or products stored outdoors (except final products intended for outside use, e.g., new cars, where exposure to storm water does not result in the discharge of pollutants);
- 7) Materials contained in open, deteriorated or leaking storage drums, barrels, tanks, and similar containers;
- 8) Materials or products handled/stored on roads or railways owned or maintained by the Discharger;
- 9) Waste materials (except waste in covered, non-leaking containers, e.g., dumpsters);
- 10) Application or disposal of processed wastewater (unless already covered by an NPDES permit); and,
- 11) Particulate matter or visible deposits for residuals from roof stacks/vents evident in the storm water outflow.

(iii) A Site Map.

(d) Compucraft satisfies all other requirements in Section III.B of the Permit.

2. Compucraft will submit copies of all NEC coverage registration documents to Plaintiff within thirty (30) days of filing.

B. NEC Coverage Obligations

While registered for NEC coverage, Compucraft shall:

1. Inspect and evaluate the facility annually to determine that storm water exposed to industrial materials or equipment has not and will not be discharged to waters of the United States. Evaluation records shall be maintained for five (5) years in accordance with the 2014 Storm Water Permit;
2. Register for NEC coverage by certifying that there are no discharges of storm water contaminated by exposure to Industrial Materials and Activities from areas of the facility subject

1 to the 2014 General Storm Water Permit, and certify that all unauthorized NSWs have been
2 eliminated and all authorized NSWs meet the conditions of Section IV (Authorized NSWs).
3 NEC coverage and annual renewal requires payment of an annual fee in accordance with 23
4 C.C.R. § 2200 et seq.;

5 3. Prepare and submit PRDs for NEC coverage in accordance with the applicable
6 certification requirements and submittal schedule of the 2014 Storm Water Permit; and,

7 4. If applicable, Compucraft will provide a Storm-Resistant Shelter to protect Industrial
8 Materials and Activities from exposure to Precipitation, run on and/or runoff;

9 **C. Additional Obligations**

10 1. Compucraft shall inspect and evaluate the facility quarterly to determine that storm water
11 exposed to industrial materials or equipment has not and will not be discharged to waters of the
12 United States. Evaluation records of these quarterly inspection shall be provided to Plaintiff
13 within thirty (30) days of completion. Compucraft has no obligation to upload any quarterly
14 reports required by this section to SMARTS.

15 2. One instance of the quarterly inspection and evaluation requirement required by III.C.1
16 may be satisfied through completion of the annual inspection and evaluation required under
17 Section IV, and submittal to Plaintiff within thirty days (30) days of completion.

18 **D. Continuing NEC Coverage**

19 By October 1 of each reporting year beginning in 2017, Compucraft shall either submit and
20 certify an NEC demonstrating that the facility has been evaluated, and that none of the Industrial
21 Materials or Activities listed above are, or will be in the foreseeable future, exposed to precipitation, or
22 apply for coverage by submitting a Notice of Intent.

23 **IV. MONITORING AND REPORTING**

24 **A. Site Inspections.**

25 1. Every year during the life of this Consent Decree, up to three (3) of Plaintiff's
26 representatives may conduct one (1) Wet Season site inspection and one (1) Dry Season (June 1
27 – September 30) site inspection of the Compucraft Facility. The site inspections shall occur
28 during normal business hours. Plaintiff shall provide Compucraft and Compucraft's counsel of

1 record with twenty-four (24) hours' notice (weekends and holidays excluded) prior to each Wet
2 Season site inspection, and forty-eight (48) hours' notice (weekends and holidays excluded) prior
3 to each Dry Season site inspection. Notice shall be provided by telephone and electronic mail,
4 and shall state the names of all persons that Plaintiff will bring to the inspection.

5 2. During the site inspections, Plaintiff and its designated representatives shall be allowed
6 access to the Facility's NEC documentation, and all other monitoring records, reports, and
7 sampling data for the Compucraft Facility.

8 3. During the site inspections, Plaintiff and its designated representatives may collect storm
9 water samples at the Compucraft Facility.

10 **B. Compliance Monitoring and Oversight.** Compucraft shall pay a total of \$5,000 to compensate
11 Plaintiff for costs and fees to be incurred for monitoring Compucraft compliance with this Consent
12 Decree. Payment shall be made within five (5) business days of the Effective Date payable to "Coastal
13 Environmental Rights Foundation" via U.S. Mail, delivered to Coastal Environmental Rights
14 Foundation, 1140 South Coast Highway 101, Encinitas, CA 92024.

15 **C. Compucraft Document Provision.** During the life of this Consent Decree, Compucraft shall
16 copy Plaintiff on all documents related to storm water quality at the Compucraft Facility that are
17 submitted to the Regional Board, the State Board, and/or any state or local agency, county, or
18 municipality. Compucraft shall also provide Plaintiff a copy of any storm water compliance inspection
19 reports which result from inspections conducted by any municipality or the Regional Water Quality
20 Control Board. Such reports and documents shall be provided to Plaintiff on the date they are sent to the
21 agencies, counties, and/or municipalities. Any inspection reports or correspondence related to
22 Compucraft's compliance with the Permit or storm water quality received by Compucraft from any
23 regulatory agency, state or local agency, county, or municipality shall be provided to Plaintiff within ten
24 (10) days of receipt by Compucraft. Provided, however, that this Consent Decree shall not require
25 Compucraft to require Compucraft to disclose any information subject to the provisions of the
26 Homeland Security Act and all other federal law that concerns security in the United States, as
27 applicable. Nor shall Compucraft be required to disclose any information or documents subject to the
28 Attorney Client Privilege or the Attorney Work Product doctrine.

1 **V. ENVIRONMENTAL PROJECT, REIMBURSEMENT OF LITIGATION FEES AND**
2 **COSTS, AND STIPULATED PAYMENT PROVISIONS**

3 **A. Environmental Project.** To remediate the alleged environmental harms resulting from non-
4 compliance with the Storm Water Permit alleged in the Complaint, Compucraft agrees to make a
5 payment of \$5,000 to the San Diego Coastkeeper to fund environmental project activities that will
6 reduce or mitigate the impacts of storm water pollution from industrial activities on the Southern
7 California Bight and its tributaries. The payments shall be made within five (5) days of the Effective
8 Date payable to San Diego Coastkeeper, Attn: Matt O'Malley 2825 Dewey Rd, Suite 200 San Diego, CA
9 92117 via overnight delivery. Compucraft shall provide Plaintiff with a copy of such payment.

10 **B. Reimbursement of Attorneys' Fees and Costs.** Compucraft shall pay a total of fifteen thousand
11 dollars (\$15,000.00) to Coast Law Group to fully reimburse CERF for its investigation fees and costs,
12 expert/consultant fees and costs, and reasonable attorneys' fees incurred as a result of investigating and
13 preparing the lawsuit and negotiating this Consent Decree. Ten thousand dollars (\$10,000.00) previously
14 paid as a deposit to Coast Law Group shall count towards the total \$15,000.00 owed. Payment of the
15 remaining \$5,000.00 shall be made to "Coast Law Group, LLP" and delivered to Coast Law Group,
16 LLP, Attn: Livia Borak, 1140 South Coast Highway 101, Encinitas CA, 92024 within five (5) business
17 days of the Effective Date.

18 **C. Stipulated Payment.** Compucraft shall make a remediation payment of Five Hundred Dollars
19 (\$500.00) for each missed deadline included in this Consent Decree.. Compucraft agrees to make the
20 stipulated payment within thirty (30) days of a missed Deadline. The payments shall be made to San
21 Diego Coastkeeper, and mailed to San Diego Coastkeeper, Attn: Matt O'Malley 2825 Dewey Rd, Suite
22 200 San Diego, CA 92117 via overnight delivery. Compucraft shall provide Plaintiff with a copy of each
23 such payment at the time it is made.

24 **VI. DISPUTE RESOLUTION AND RETENTION OF JURISDICTION**

25 **A. Continuing Jurisdiction.** This Court shall retain jurisdiction over this matter until the
26 Termination Date defined above for the purposes of implementing and enforcing the terms and
27 conditions of this Consent Decree and adjudicating all disputes among the Settling Parties that may arise
28 under the provisions of this Consent Decree, unless a Party files and is granted a timely motion

1 requesting an extension of time for the Court to retain jurisdiction. The Court shall have the power to
2 enforce this Consent Decree with all available legal and equitable remedies, including contempt.

3 **B. Meet and Confer.** A party to this Consent Decree shall invoke the dispute resolution procedures
4 of this Section by notifying all other Settling Parties in writing of the matter(s) in dispute. The Settling
5 Parties shall then meet and confer in good faith (either telephonically or in person) in an attempt to
6 resolve the dispute informally over a period of ten (10) business days from the date of the notice. The
7 Settling Parties may elect to extend this time in an effort to resolve the dispute without court
8 intervention.

9 **C. Dispute Resolution.** If the Settling Parties cannot resolve a dispute by the end of meet and
10 confer informal negotiations, the party initiating the dispute resolution provision may invoke formal
11 dispute resolution by filing a motion before the United States District Court for the Southern District of
12 California. The Settling Parties agree to request an expedited hearing schedule on the motion if
13 requested by any Settling Party.

14 **1. Burden of Proof.** In any dispute resolution proceeding, Defendant shall have the burden
15 of demonstrating it meets the requirements for NEC coverage as defined by the 2014 Storm
16 Water Permit and implementing regulations and are adequate to ensure Defendant's discharges
17 do not cause or contribute to a violation of water quality standards.

18 **2. Enforcement Fees and Costs.** Litigation costs and fees incurred in conducting a meet
19 and confer session(s) or otherwise addressing and/or resolving any dispute, including an alleged
20 breach of this Consent Decree, shall be awarded to the prevailing party in accordance with the
21 standard established by § 505 of the Clean Water Act, 33 U.S.C. §§ 1365 and 1319, and case law
22 interpreting that standard.

23 **VII. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

24 **A. Plaintiff's Release.** Upon the Effective Date of this Consent Decree, Plaintiff, on its own behalf
25 and on behalf of its current and former officers, directors, employees, and each of its successors and
26 assigns, and its agents, and other representatives release all persons including, without limitation,
27 Compucraft (and each of its direct and indirect parent and subsidiary companies and affiliates, and its
28 respective current and former officers, directors, members, employees, shareholders, and each of its

1 predecessors, successors, and assigns, and each of their agents, attorneys, consultants, and other
2 representatives) from and waive all claims alleged in the Notice Letters and Complaint up to the
3 Effective Date of this Consent Decree.

4 **B. Parties' Release.** Unless specifically provided for in this Consent Decree, the Parties, on their
5 own behalf and on behalf of their current and former officers, directors, employees, and each of their
6 successors and assigns, and their agents, and other representatives release all persons including, without
7 limitation, all other Parties to this Consent Decree (and each of their direct and indirect parent and
8 subsidiary companies and affiliates, and their respective current and former officers, directors, members,
9 employees, shareholders, and each of their predecessors, successors, and assigns, and each of their
10 agents, attorneys, consultants, and other representatives) from any additional attorney's fees or expenses
11 related to the resolution of this matter.

12 **C.** Nothing in this Consent Decree limits or otherwise affects any Party's right to address or take
13 any position that it deems necessary or appropriate in any formal or informal proceeding before the State
14 Board, Regional Board, EPA, or any other administrative body on any other matter relating to
15 Compucraft's compliance with the 2014 Storm Water Permit or the Clean Water Act occurring or
16 arising after the effective date of this Consent Decree.

17 **VIII. MISCELLANEOUS PROVISIONS**

18 **A. No Admission of Liability.** Neither this Consent Decree, the implementation of additional
19 BMPs, nor any payment pursuant to the Consent Decree shall constitute or be construed as a finding,
20 adjudication, admission, or acknowledgment of any fact, law, or liability, nor shall it be construed as an
21 admission of violation of any law, rule, or regulation. Compucraft maintains and reserves all defenses
22 they may have to any alleged violations that may be raised in the future.

23 **B. Construction.** The language in all parts of this Consent Decree shall be construed according to
24 its plain and ordinary meaning, except as to those terms defined in the 2014 Storm Water Permit, the
25 Clean Water Act, or specifically herein.

26 **C. Choice of Law.** The laws of the United States shall govern this Consent Decree.

27 **D. Severability.** In the event that any provision, paragraph, section, or sentence of this Consent
28 Decree is held by a court to be unenforceable, the validity of the enforceable provisions shall not be

1 adversely affected.

2 **E. Correspondence.** Unless specifically provided for in this Consent Decree, all notices required
3 herein or any other correspondence pertaining to this Consent Decree shall be sent by U.S. mail or
4 electronic mail as follows:

5 If to Plaintiff:

6 Coastal Environmental Rights Foundation
7 Attn: Sara Kent
8 1140 South Coast Highway 101
9 Encinitas, CA 92024
Email: sara@cerf.org

10 With Copy to:

11 Coast Law Group LLP
12 Attn: Livia Borak
13 1140 South Coast Hwy 101
14 Encinitas, CA 92024
Email: livia@coastlawgroup.com

15 If to COMPUCRAFT:

16 Compucraft Industries, Inc.
17 Attn: Maurice Brear
18 8787 Olive Lane
Santee, CA 92071
Email: mbrear@ccind.com

19 With Copy to:

20 Oppen & Varco LLP
21 Attn: S. Wayne Rosenbaum, Esq.
22 225 Broadway, Suite 1900
San Diego, CA 92101
Email: swr@envirolawyer.com

23 Notifications of communications shall be deemed submitted three (3) business days after having
24 been sent via U.S. mail or the day of sending notification or communication by electronic mail. Any
25 change of address or addresses shall be communicated in the manner described above for giving notices.

26 **F. Effect of Consent Decree.** Except as provided herein, Plaintiff does not, by its consent to this
27 Consent Decree, warrant or aver in any manner that Compucraft's compliance with this Consent Decree
28 will constitute or result in compliance with any federal or state law or regulation. Nothing in this

1 Consent Decree shall be construed to affect or limit in any way the obligation of Compucraft to comply
2 with all federal, state, and local laws and regulations governing any activity required by this Consent
3 Decree.

4 **G. Counterparts.** This Consent Decree may be executed in any number of counterparts, all of
5 which together shall constitute one original document. Telecopy, email of a .pdf signature, or facsimile
6 copies of original signature shall be deemed to be originally executed counterparts of this Consent
7 Decree.

8 **H. Modification of the Consent Decree.** This Consent Decree, and any provisions herein, may not
9 be changed, waived, discharged, or terminated unless by a written instrument, signed by the Settling
10 Parties. If any Settling Party wishes to modify any provision of this Consent Decree, the Settling Party
11 must notify the other Settling Party in writing at least twenty-one (21) days prior to taking any step to
12 implement the proposed change.

13 **I. Full Settlement.** This Consent Decree constitutes a full and final settlement of this matter.

14 **J. Integration Clause.** This is an integrated Consent Decree. This Consent Decree is intended to be
15 a full and complete statement of the terms of the agreement between the Settling Parties and expressly
16 supersedes any and all prior oral or written agreements, covenants, representations, and warranties
17 (express or implied) concerning the subject matter of this Consent Decree.

18 **K. Authority of Counsel.** The undersigned representatives for Plaintiff and Compucraft each
19 certify that he/she is fully authorized by the party whom he/she represents to enter into the terms and
20 conditions of this Consent Decree.

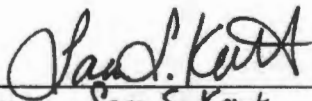
21 **L. Authority of Parties.** The Settling Parties certify that their undersigned representatives are fully
22 authorized to enter into this Consent Decree, to execute it on behalf of the Settling Parties, and to legally
23 bind the Settling Parties to its terms.

24 **M.** The Settling Parties, including any successors or assigns, agree to be bound by this Consent
25 Decree and not to contest its validity in any subsequent proceeding to implement or enforce its terms.

26 **IN WITNESS WHEREOF,** the undersigned have executed this Consent Decree as of the date
27 first set forth below.
28

1 APPROVED AS TO CONTENT

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3
4 Dated: 11/1/2016


By: 
Name: Sara S. Kent
Title: Programs Director
Coastal Environmental Rights Foundation

7 Dated: _____

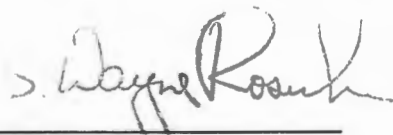
By: _____
Maurice Brear
President/CEO
Compucraft Industries, Inc.

12 APPROVED AS TO FORM

13 Dated: 11/1/2016

By: 
Livia Borak
Coast Law Group LLP
Attorneys for CERF

18 Dated: November 1, 2016

By: 
S. Wayne Rosenbaum
Opper & Varco, LLP
Attorney for Compucraft Industries, Inc.

21 IT IS SO ORDERED.

23 Date: _____

Judge Gonzalo P. Curiel
United States District Court Judge
Southern District of California

1 APPROVED AS TO CONTENT

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7 Dated: 11-1-2016

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12 APPROVED AS TO FORM

13 Dated: _____

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18 Dated: _____

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21 IT IS SO ORDERED.

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24 Date: _____

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27

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By: _____

Name: _____

Title: _____

Coastal Environmental Rights Foundation

By: Maurice Brear

Maurice Brear

President/CEO

Compucraft Industries, Inc.

By: _____

Livia Borak

Coast Law Group LLP

Attorneys for CERF

By: _____

S. Wayne Rosenbaum

Opper & Varco, LLP

Attorney for Compucraft Industries, Inc.

Judge Gonzalo P. Curiel

United States District Court Judge

Southern District of California